

EXHIBIT A



March 30, 2017

Agent Provocateur Canada Ltd.
Agent Provocateur, Inc. (Los Angeles)
Agent Provocateur, LLC. (Nevada)
Care of:
Grace Lord
Head of Human Resources
Agent Provocateur
154 Clerkwell Road
London, EC1r 5 AB

By Courier and By Email

Dear Grace

Termination of our agreement

Thank you for your email dated March 21, 2017, pursuant to which you informed us that effective March 9, 2017, Agent Provocateur is terminating its contract with TriNet with regards to Agent Provocateur Puerto Rico, and in which you noted that the Agent Provocateur business in Puerto Rico is in the process of liquidation, and that it has filed for bankruptcy.

We note your request to no longer service your WSEs in Puerto Rico effective March 9, 2017, and your notice that Agent Provocateur has filed for bankruptcy in Puerto Rico. A brief search of the Puerto Rico Registry of Corporations and Entities would indicate that the entity to which you're referring is Agent Provocateur Puerto Rico Corp.

It is our understanding that the contract under which TriNet supplies Agent Provocateur in Puerto Rico is a contract dated 28 September 2007 ("API Agreement") between Agent Provocateur, Inc. ("API"), and TriNet HR III, Inc. (as successor in interest to Gevity HR X, L.P.) ("TriNet"). This Agreement is the same Agreement that is used to support the service that we provide to Agent Provocateur elsewhere in the US.

As you are aware, we also provide services to Agent Provocateur, LLC ("APL"), pursuant to a contract dated 29 September 2007 (APL Agreement) between APL and TriNet (as successor in interest to Gevity HR LP).

We further note that until March 16, 2017 Agent Provocateur Canada Ltd. ("APC") was receiving services from TriNet under their contract with TriNet Employer Group Canada, Inc. ("TriNet Canada") dated 2 February 2015 ("APC Agreement"). On March 16, 2017 APC failed to pay us its invoiced amount when due. Pursuant to clause 9.b. of the APC Agreement, the APC Agreement is terminated upon APC's failure to pay any TriNet Canada invoice. Thus in accordance with its



terms the APC Agreement terminated on March 16, 2017. We note that as at today's date APC remains in default of its obligations and currently owes TriNet US\$43,442.34.

Pursuant to clause 19.B.(v) of both the API Agreement, and the APL Agreement, TriNet is entitled to terminate each of the API Agreement and the APL Agreement in the event of default under a separate services agreement where one party is TriNet (or an affiliate under common ownership and control with TriNet) and the other party is API or APL respectively (or an affiliate under common ownership and control with API or APL, respectively). TriNet Canada is an affiliate of TriNet. API and APL are each affiliates of APC. Further, clause 19.A. of both the API Agreement, and the APL Agreement, permits an absolute right to immediately terminate the relevant agreement with the termination date being determined at the option of the non-breaching party as either the date of the relevant breach, the date the non breaching party sends notice, the date such notice is received, or any later date. As such, we hereby give notice that effective March 16, 2017 ("Termination Date"), each of the API Agreement, and the APL agreement, is terminated.

We reserve all rights available to us under each of the APC Agreement, the APL Agreement, and the API Agreement, and note that this termination means that your WSEs will no longer receive payroll from us or be covered under our workers' compensation and benefit plans. Further, with effect on and from the Termination Date, any state or federal tax liabilities, compliance with garnishment orders and any other employee matters are solely your responsibility.

Sincerely

A handwritten signature in black ink that reads "Deborah L. Marsh". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Deborah L. Marsh FPC
Senior Credit Analyst

cc: GBH